

SERIAL 05128 RFP AERIAL IMAGING SERVICES (NIGP 90505/90510)

DATE OF LAST REVISION: December 07, 2005 CONTRACT END DATE: December 31, 2008

CONTRACT PERIOD THROUGH DECEMBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AERIAL IMAGING SERVICES (NIGP 90505/90510)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 07, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
Marta Dent, Flood Control Services
Mirheta Muslic, Materials Management

(Please remove Serial 00136-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 05128-RFP

This Contract is entered into this 7th day of December, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and The Sanborn Map Company, Inc., a Colorado corporation ("Contractor") for the purchase of aerial imaging services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 7th day of December, 2005 and ending the 31st day of December, 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional one (1) year term(s) up to a maximum of three (3) years. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Exhibit "A.", Pricing.
- 2.2 Invoices shall contain the following information: contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B", Scope of Work.
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Insurance Requirements.

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for Contractor's operations and products.

- 4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.2.3 Workers' Compensation. Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

In case any work is subcontracted, Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Contractor.

4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

- 4.1.4.1.1 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for

two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

- 4.1.4.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

The Sanborn Map Company, Inc.
Attn: Craig McDaniel
1935 Jamboree Drive, Suite 100
Colorado Springs, Colorado 80920
Telephone: (719) 264-5497
Facsimile: (719) 528-5093
Email: cmcdaniel@sanborn.com

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order or notice to proceed.

County reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order or notice to proceed. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

Contractor agrees to accept oral cancellation of purchase orders.

4.4 PRICE ADJUSTMENT:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the Contract price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project title.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 SEVERABILITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A

SERIAL: 05128-RFP

TITLE: AERIAL IMAGING SERVICES

COMMODITY CODE(S): S072205 NIGP 90505/90510

BLANKET ORDER NUMBER: B0602625

VENDOR NAME:	<u>The Sanborn Map Company, Inc.</u>
VENDOR NUMBER:	<u>W000005666 X</u>
VENDOR ADDRESS:	<u>1935 Jamboree Dr. Ste 100, Colorado Springs, CO 80920</u>
VENDOR PHONE NUMBER:	<u>(719) 593-0093</u>
VENDOR FAX NUMBER:	<u>(719) 528-5093</u>
VENDOR WEB SITE:	<u>www.sanborn.com</u>
VENDOR REPRESENTATIVE:	<u>Jason Caldwell</u>
VENDOR REPRESENTATIVE's EMAIL:	<u>jcaldwell@sanborn.com</u>

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA E-MAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD FOR PAYMENT: ☒ YES ☐ NO

REBATE (cash or credit) FOR USING PROCUREMENT CARD: 0%
(Payment will be made within 48 hours using Procurement Card)

OTHER GOVERNMENT ENTITIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO

PAYMENT TERMS			
NET 10 DAYS	<input type="checkbox"/>	NET 90 DAYS	<input type="checkbox"/>
NET 15 DAYS	<input type="checkbox"/>	2% 10 DAYS NET 30	<input type="checkbox"/>
NET 20 DAYS	<input type="checkbox"/>	1% 10 DAYS NET 30	<input type="checkbox"/>
NET 30 DAYS	<input checked="" type="checkbox"/>	2% 30 DAYS NET 31	<input type="checkbox"/>
NET 45 DAYS	<input type="checkbox"/>	5% 30 DAYS NET 31	<input type="checkbox"/>
NET 60 DAYS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

PERCENTAGE OF SBE/MBE/WBE PARTICIPATION, IF ANY: 0%

NOTE: The percentage of sales/use tax applicable to this Contract will be listed on each purchase order and will be allowed at time of payment.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
1.0	AERIAL PHOTOGRAPHY OPTIONS		
1.1	Option One: Color Orthophotography at a Flying Height of 9,500-feet (AMT) - 0.80-foot pixel	SQ MILE	<u>\$52.08</u>
1.2	Option Two: Color Orthophotography at a Flying Height of 3,800-feet (AMT) - 0.32-foot pixel	SQ MILE	<u>\$249.60</u>
1.3	Option Three: Color Orthophotography at a Flying Height of 5,075-feet (AMT) - 0.50-foot pixel	SQ MILE	<u>\$163.36</u>
2.0	AERIAL PHOTOGRAPHY (ASSESSOR SPECIFIC)		
2.1	Printed Aerial Photo, 1" = 400' 33" X 30"	EACH	<u>\$25.00</u>
2.2	Printed Aerial Photo, 1" = 600' 24" X 20"	EACH	<u>\$20.00</u>
2.3	Printed Aerial Photo, 1" = 1,200' 24" X 20"	EACH	<u>\$20.00</u>
3.0	NEAR INFRARED ORTHO		
3.1	0.80-Foot (9,500-feet above ground)	SQ MILE	<u>\$7.50</u>
3.2	0.32-Foot (3,800-feet above ground)	SQ MILE	<u>\$37.35</u>
3.3	0.50-Foot (5,075-feet above ground)	SQ MILE	<u>\$24.45</u>
4.0	LiDAR		
4.1	500 Square Miles	SQ MILE	<u>\$85.00</u>
4.2	1,000 Square Miles	SQ MILE	<u>\$70.00</u>
4.3	4,000 Square Miles	SQ MILE	<u>\$60.00</u>

EXHIBIT B

1.0 SCOPE OF WORK:

1.1 AREA COVERAGE:

- 1.1.1 Years One and Three of this Contract will cover a forecasted 4,500 square miles each year. This area will have a flying height (AMT) of 9,500-feet for production of color digital orthophotography with 0.80-foot pixel resolution. The County may request as an option, that an area, that may vary from 40 square miles to approximately 1,000 square miles, be flown at a flying height of 5,075-feet or 3,800-feet.
- 1.1.2 Year Two will cover a forecasted total of 8,000 square miles of Maricopa County. This area will have a flying height (AMT) of 9,500-feet for production of color digital orthophotography with 0.80-foot pixel resolution. The County may request an option that an area that might vary from 40 square miles to approximately 1,000 square miles be flown at a flying height of (AMT) of 5,075-feet or 3,800-feet.
- 1.1.3 All acquisition of aerial images shall be performed only on clear, cloudless days at a time that will minimize excessive glare or shadow, or, at other periods authorized in writing by the District.
- 1.1.4 Base Ground Sample Distances (GSD) for flying heights defined are as follows:
 - 1.1.4.1 9,500-feet AMT 0.84-feet
 - 1.1.4.2 5,075-feet AMT 0.45-feet
 - 1.1.4.3 3,800-feet AMT 0.34-feet
- 1.1.5 To achieve the final ortho pixel resolutions of 0.80-feet, 0.45-feet and 0.32-feet respectively, and in consideration of terrain variations, some sub-sampling of the imagery may be required.

1.2 PHOTO DATES:

- 1.2.1 For Years One, Two and Three, all aerial photography shall be taken on or near December 1st, but no later than January 15th of the following calendar year.
- 1.2.2 When weather conditions prohibit aerial photography on scheduled dates, the Contractor shall request in writing, that the District provide an extension for completion of the scheduled services.

1.3 DATA RESTRICTIONS:

- 1.3.1 No restriction on data distribution. The District may sell or redistribute the data with no restrictions. The Contractor may also sell or redistribute the data with no restrictions.

1.4 SCHEDULE FOR DELIVERY:

For Years One and Three, all work shall be completed within 90 calendar days of notice to proceed by the County. The calendar days count from the notice to proceed of the first flight date. For Year Two, all work shall be completed within 120 calendar days. As tiles are completed, they shall be delivered to the District.

1.5 TECHNICAL SPECIFICATIONS:

The following technical specifications illustrate the specifications by which the District has been operating and accepting digital aerial imagery to date. They are to be used as a guideline of what is acceptable to the District in generating the final product.

1.5.1 Flight Height (AMT)

Flight height (AMT) will be 9500-feet for a resulting pixel size of 0.80-foot resolution. A flight height (AMT) of 3800-feet for a resulting pixel size of 0.32-foot resolution. A flight height (AMT) of 5075-feet for a resulting pixel size of 0.45 foot resolution. All imagery shall be in color.

1.5.2 Equipment

Contractor shall employ Vexcel UltraCam-D sensor, large format aerial digital cameras.

1.6 LABELING and TITLING:

1.6.1 The DVD-naming convention shall be:

1.6.1.1 All DVD's shall be labeled with the file names contained on the DVD, the image date, and scale.

1.6.2 The file naming convention shall be:

1.6.2.1 Each image will be precisely 5000 x 5000 pixels (feet), with the center of each tile corresponding to an even 5000 increment of the Northing and Easting. To determine the file name, the Easting and the Northing will be divided by 1000. The file name will be a concatenation of the resulting digits from the operation, having Easting first followed by the Northing. Thus, a tile centered on NAD83 coordinates 325000 1030000 would have a file name 3251030.tif and would have mapextents of 322500, 1027500, 327500 and 1032500.

1.7 RECTIFICATION:

1.7.1 Digital orthophotography shall be produced using digital terrain models (provided by the County), control data (County GDACS Network). The rectification process shall involve solution of the appropriate photogrammetric equations for each pixel in the output image. Solution of photogrammetric equations at anchor points only and warping the content of the original image between anchor points (rubber-sheeting) shall not be permitted. The County does not expect the Contractor to provide a comprehensive update of the DTM, however, the Contractor shall make minor enhancements as necessary to prevent unsightly smearing or distortions in the orthoimagery. Contractor shall be responsible for georeferencing all orthophoto tiles and providing TFW/SDW world header files. Contractor must achieve horizontal accuracy of +/- 5 feet.

1.7.2 The images will be trimmed to cover a 5000-foot x 5000-foot area. The data will extend to the edge of the image to allow for clean aerial mosaics. All adjacent tiles and all join areas within tiles should edge match.

1.8 TONE MATCHING:

Adjacent images will be tone and contrast-matched to give the appearance of a continuous page. Radiometric correction will be performed to minimize radiometric seams within or between flight lines, stereomodels or tiles. Radiometric adjustment shall include color balancing, overall tone adjustment and brightness and contrast enhancement of the imagery over the entire project. Dark and light areas shall be evened-out.

1.9 DIGITAL DELIVERABLES:

1.9.1 Contractor shall save images as tiff files with corresponding TFW files for geo-referencing and ready to be displayed on the District's Arc/Info system. In addition to the tif format, images should be delivered in MrSid format from LizardTech. All images will be delivered on DVD's.

1.9.2 All DVD's shall be sealed by an Arizona Registered Land Surveyor.

1.9.3 Contractor shall supply FGDC standard metadata text files.

1.10 OPTIONAL STANDARD LiDAR:

1.10.1 If ordered by County, Contractor will provide LiDAR with automated filtering as follows:

1.10.1.1 1.4-meter average point spacing.

1.10.1.2 Scan frequency and angles based upon project area terrain and land cover.

1.10.1.3 No independent field verification.

1.10.1.4 Providing an accuracy of:

1.10.1.4.1 Vertical, 18.5cm RMS @ 95% confidence, 15cm RMS @ 90% confidence.

1.10.1.4.2 Vegetation vertical accuracy of 37cm RMS @ 95% confidence.

1.10.1.4.3 Horizontal accuracy of 1-meter RMS @ 95% confidence.

1.10.1.5 Data Deliverables include Bald Earth DEM, Last Return and First Return in ASCII or LAS format.

1.11 TIFF-QC LICENSE:

Contractor shall provide two (2) Tiff-QC licenses to County at no additional cost to County.

1.12 CITYSETS DATABASE:

Contractor shall provide, at not cost to County, a 3-dimensional building dataset with an attribute database for the core urban area of Phoenix upon execution of this Contract.

**SANBORN MAP COMPANY INC., 1935 JAMBOREE DRIVE SUITE 100, COLORADO SPRINGS,
CO 80920**

PRICING SHEET: S072205/B0602625 NIGP 90505/90510

Terms:	NET 30
Vendor Number:	W000005666 X
Telephone Number:	719/593-0093
Fax Number:	719/528-5093
Contact Person:	Craig McDaniel
E-mail Address:	cmcdaniel@sanborn.com
Company Web Site:	www.sanborn.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2008.